

City of Seattle

**CARKEEK CASCADE NW 110TH ST
(3RD AVE NW TO GREENWOOD AVE N)**

Bid Opening Date: **JUNE 26, 2002**

Ordinance **120640**

PW# **2002-069**

PROJECT LOCATION: This Project is located along NW 110th St between 3rd Ave NW and Greenwood Ave N.

PROJECT DESCRIPTION: This Project consists of the following elements of Work: replacement of existing ditch and culvert drainage system with a storm water drainage/retention system using vegetated swales, concrete flow monitoring structures and culvert pipe. Additional work includes construction of earth berms and reinforced soil walls; rock, asphalt and grass swales; a manual irrigation system; and restoration of asphaltic cement pavement.

ESTIMATE: The Engineer's Estimate for this Project is \$370,000.

BID SUBMITTAL: Sealed Bids will be received for this Project by the City of Seattle, Construction & Consultant Contracting Division of the Department of Finance at its office in the Arctic Building, Suite 800, 700 Third Avenue, Seattle, Washington 98104 only up to 2:00 P.M. on Wednesday, **JUNE 26, 2002**, after which time Bids will be publicly opened and summarily read. Bids received after 2:00 P.M. will not be accepted or read.

PRE-BID SITE INSPECTION: No pre-bid site inspection has been scheduled for this Project.

OBTAINING BID DOCUMENTS: The Drawings and Project Manual may be obtained by downloading or by ordering a CD-ROM on the City's website, <http://www.cityofseattle.net/citybid>

The Drawings and Project Manual may be also obtained by Bidders at:

Records Vault Counter
Seattle Public Utilities
Room 801, Municipal Building
600 Fourth Avenue
Seattle, Washington 98104-1709
(206) **684-5963**
FAX (206) 684-7396

VIEWING BID DOCUMENTS: A copy of the Drawings and Project Manual may be viewed at the office of the City's Construction & Consultant Contracting Division. Drawings and Project Manuals are also on file at the following plan centers: Construction Market Data, Renton; Construction Data Plan Center, Seattle; Association of Subcontractors, Tacoma; Eastside Plan Center, Bellevue; Valley Plan Center, Kent; and Builders Exchange of Washington Inc, Everett.

BID GUARANTY: No Bid will be considered unless accompanied by a Surety company Bid bond, or a certified or cashier's check payable to the order of The City of Seattle for a sum not less than five percent (5%) of the total amount of the Bid.

EQUAL BENEFITS REQUIREMENTS: Consistent with Seattle Municipal Code Ch. 20.45 and the Equal Benefits Program Rules, the Contractor will be required to provide the same or equivalent benefits to its employees with domestic partners as the Contractor provides to its employees with spouses.

The right is reserved to reject any and all Bids.

Brenda Bauer
Director, Construction & Consultant Contracting Division

Date of 1st Publication: **June 10, 2002**

The City of Seattle
Department of Finance

Project Manual

for

**CARKEEK CASCADE NW 110TH ST
(3RD AVE NW TO GREENWOOD AVE N)**

As Authorized by Ordinance No. **120640**
Funding Source: **DWF**

Prepared by the
Seattle Public Utilities

Approved: _____
Engineering Services Branch Director Date

APPROVED FOR ADVERTISING
DWIGHT DIVELY
DIRECTOR OF FINANCE

Date

BY: _____
Director, Construction & Consultant
Contracting Division

**CARKEEK CASCADE NW 110TH ST
(3RD AVE NW TO GREENWOOD AVE N)**

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- Contractor Performance Evaluation Program
- Contractor's Project Labor List

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Addenda and Modifications

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I. GENERAL

This Contract will be administered by the Director of the Seattle Public Utilities, subject to the approval and acceptance of the Director of Finance. **ANY QUESTIONS REGARDING THIS PROJECT SHOULD BE DIRECTED TO THE FOLLOWING:**

Before Award: **Mark Fredrickson**
Contracts and Standards Section
Seattle Public Utilities
600 4th Avenue, Room 800
Seattle, Washington 98104-1709
Phone (206) **684-7615**

After Award: Construction Management Division
Seattle Public Utilities
600 4th Avenue, Room 600
Seattle, Washington 98104-1709
Phone (206) 684-5068

II. BID OPENING

The authorized Bid Form shall be submitted as specified in Section 1-02.9(1). In accordance with Section 1-02.12, Bids will be opened and read orally in:

Room 1003, Arctic Building,
700 Third Avenue,
Seattle Washington 98104-1809,

immediately after 2:00 p.m. on the following date:

JUNE 26, 2002

III. TIME OF COMPLETION

Work shall begin immediately on the Notice To Proceed Date in the Written Notice from the Engineer, Seattle Public Utilities, and after the date of such notice shall be completed within the following period per Section 3 of the Agreement:

70 WORKING DAYS

IV. LIQUIDATED DAMAGES

If the successful Contractor fails to complete Work within the time set forth above, he shall be charged Liquidated Damages per Section 4 of the Agreement at the rate of **\$800** per Working Day. See Section 1-08.9 for additional details.

V. SOILS INFORMATION

Refer to Section 1-02.4(2) in the Project Manual for information about any geotechnical report, soil boring data, or soil sample test data accumulated by the Engineer.

VI. ITEMS OF INTEREST TO BIDDERS

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1. The authorized Bid Form must be submitted to:

Construction & Consultant Contracting Division
City of Seattle Department of Finance
Arctic Building, Suite 800
700 Third Avenue
Seattle, WA 98104-1809

by 2:00 p.m. on the date designated for receipt of Bids in the Advertisement for Bids.

2. With regard to **Section 0-01.3(1) BID:**

- a. Have you enclosed with your Bid the Bid Guaranty for not less than 5% of the maximum Bid amount that could be awarded including retail sales tax?
- b. Have you Bid on all items including Additives, Alternates, and Deductives (when indicated)?

3. With regard to **Section 0-01.3(2) AFFIDAVIT:**

- a. Have you provided all information requested?
- b. Has the official authorized to represent the Bidder signed the affidavit?
- c. Have you acknowledged all addenda?
- d. Has a Notary Public signed the affidavit and affixed the Notary's seal?

ALL OF THE ABOVE ITEMS MUST BE COMPLETED OR YOUR BID MAY BE DECLARED NON-RESPONSIVE.

0-01.3(1) BID

TO THE DIRECTOR OF FINANCE OF THE CITY OF SEATTLE:

- A. The undersigned Bidder hereby certifies to have personally and carefully examined the Bid Documents issued for: **CARKEEK CASCADE NW 110TH ST (3RD AVE NW TO GREENWOOD AVE N)** , as authorized under Ordinance No. **120640**.
- B. The Bidder has examined the Project Site where the Work is to be performed and the conditions affecting the Work;
- C. The Bidder has attached a Bid Guaranty in the amount of five percent (5%) of the Total Bid including retail sales tax in the form of cashier's check, certified check, or Bid bond;
- D. Understanding that the quantities shown in the Bid are estimates only, being given for the purposes of comparing Bids, the Bidder hereby proposes to furnish all Material and labor and to perform all Work which may be required, and to complete the Work within the time fixed and upon the terms and conditions provided in the Bid Documents for the following prices:

(NOTE: The letters "SP" whenever appearing in the Bid item number column of the Bid Form indicate that additions or revisions to the Standard Specifications applicable to that Bid item are included in the Special Provisions. The Contractor is advised to review those requirements regarding Bid items so designated.

The six digit number above the Bid item description denotes the standard code number for that particular Bid item. The first three digits indicate the associated Specification division and section number. The last three digits comprise the identification number for that item within the particular Section. A non-standard Bid item is indicated whenever the letter "S" appears in the six digit code number.

An asterisk (*) appearing in the Bid item number column of the Bid Form denotes those items in which the Owner will pay retail sales tax in accordance with the excise tax Rule 170 (refer to Section 1-07.2(3) of the Specifications). For all other Bid items, the Contractor shall include retail sales tax in accordance with the excise tax Rule 171 (refer to Section 1-07.2(2) of the Specifications).

CARKEEK CASCADE NW 110TH ST (3RD AVE NW TO GREENWOOD AVE N)

0-01.3(1) BID (continued)

E. BID SUMMARY:

BASE BID (ITEMS 1 THROUGH 61, INCLUSIVE)	\$ _____
STATE SALES TAX 8.8%	\$ _____ N/A
TOTAL AMOUNT BID INCLUDING TAX	\$ _____

Bidder: _____
(Business Name)

0-01.3(2) AFFIDAVIT

State of)
) ss
County of)

The Bidder, being first duly sworn on oath says that the Bid herewith submitted will be conditioned by the following:

- A. **BID:** The Bidder agrees to perform the Work in compliance with the Bid Documents, for the prices stated in Section 0-01.3(1) of the Bid Form.
- B. **RCW 35.22.650:** The Bidder has complied with RCW 35.22.650.
- C. **AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY SWORN STATEMENT:** The Bidder agrees to ensure equal opportunity for employment and to engage in affirmative action in accordance with SMC 20.44 and as required in the Project Manual.
- D. **NON COLLUSION:** The Bidder, by signing and having the Bid Form notarized, swears, deposes and says that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in the preparation and submission of a Bid to the Owner for consideration in the Award of a Contract on the Improvement described in the Bid Documents.

BIDDER:

Business Name

Business Address (Street or P.O. Box)

City

State

Zip Code

()

Business Telephone Number

()

Business Fax Number

State of Washington UBI No.: _____

State of Washington Contractor Registration No.: _____

City of Seattle Business License No.:_____

Receipt is hereby acknowledged of Addenda No(s).: _____, _____, _____, _____, _____

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:

Signature

Print Name and Title

I certify that I know or have satisfactory evidence that _____
signed this instrument, on oath stated that the party is authorized to execute the instrument and acknowledged it to
be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: _____

NOTARY PUBLIC in and for the State of _____
residing at _____
My appointment expires _____

This agreement by and between the Director of Finance, acting on behalf of The City of Seattle, a municipal corporation of the State of Washington, hereinafter referred to as the Owner, and _____, hereinafter referred to as the Contractor, witnesseth that in accordance with the terms and conditions of Contract PW# 2002-069 awarded the _____ day of _____, 20____ the parties agree as follows:

SECTION 1. That the Contractor shall do or cause to be done all Work and shall furnish or cause to be furnished all tools, Materials, Equipment, Supplies and labor necessary to improve

**CARKEEK CASCADE NW 110TH ST
(3RD AVE NW TO GREENWOOD AVE N)**

as ordered by Ordinance No. **120640** in all respects, in accordance with and as described in the Contract Documents now on file in the office of the Engineer for the following Awarded Contract Price:

Base Bid	\$ _____
State Sales Tax (8.8%)	\$ _____ N/A
Awarded Contract Price	\$ _____

The Contractor shall provide and bear the expense of all Equipment, Material, Supplies, work, and labor of any sort whatsoever that may be required for the transfer of Materials and for constructing and completing the Work provided for in this Contract and every part thereof, except such as are mentioned in the Contract Documents furnished by the Owner.

SECTION 2. The parties shall be bound by the Constitution and Laws of the State of Washington and the Charter, Ordinances, Rules and Regulations of the City of Seattle and by all applicable federal laws and government regulations, which provisions are incorporated by reference herein.

For the convenience of the parties of this Contract it is mutually agreed that any claims or causes of action which the Contractor has against the Owner arising from this Contract shall be brought within 180 calendar days from the Completion Date of the Contract. It is further agreed by the parties that any such claims, disputes, or causes of action which cannot be resolved pursuant to the procedures set forth in the Contract Documents shall be brought only in the Superior Court of King County. The parties understand and agree that the Contractor's failure to bring suit within the time period provided shall be a complete bar to any such claims or causes of action.

SECTION 3. The Contractor shall begin the Work of the Contract on the Notice to Proceed Date stated in the Notice to Proceed issued to said Contractor by the Engineer, and to carry said Work on regularly and without interruption thereafter (unless the Engineer shall otherwise, in writing, specifically direct) with such forces as to complete said Work in a manner acceptable to the Engineer within

70 WORKING DAYS

after such notice to begin Work; the time of beginning, rate of progress, and time of completion being essential and material provisions of the Contract.

SECTION 4. If the Work is not physically completed within the time specified, the Contractor shall pay to the Owner, as Liquidated Damages, the sum of **\$800** for each and every Working Day the Work remains physically uncompleted after expiration of the specified time, exclusive of those days wherefore the Engineer has granted an extension of time.

The Contractor hereby agrees the amount set forth above is a reasonable estimate of actual damage which would be caused by the failure to physically complete the work on time, and that the amount indicated is for Liquidated Damages and is not a penalty.

SECTION 5. The Owner agrees to employ the Contractor to complete the Work in accordance with the Contract Documents and agrees to pay for the same according to the schedule of unit, lump sum, or itemized prices listed in the Bid Form, at the time and in the manner and upon the conditions provided for in the Contract.

The Contractor shall inform all Subcontractors who work on the Improvement named in Section 1 of this Agreement of the manner and method of payment and the manner and method of measuring or computing the quantities of subcontracted work.

SECTION 6. In accordance with Chapter 39.12 RCW, the City Charter, and the Project Manual, the Contractor shall pay, or cause to be paid to persons employed on or in connection with this Work, not less than the prevailing rate of wage for an hour's work specified for the labor performed.

SECTION 7. The Contractor on behalf of his or her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants to which the Contractor is obligated under the terms of the Contract.

SECTION 8. It is further provided that no liability shall attach to the Owner by reason of entering into this Contract except as expressly provided herein.

SECTION 9. In the event of violation of any of these covenants or any provisions thereof, payment due from the Owner on any work done under the Contract may be withheld until full compliance therewith; that the Work may be stopped, or, at the discretion of said Owner, the Contract may be canceled and forfeited.

SECTION 10. Solely with respect to claims for indemnification under this Contract, the Contractor waives, as to the City only, its immunity under Title 51 RCW. This Section has been negotiated by the parties as indicated by their initials below:

the City: _____

the Contractor: _____

IN WITNESS WHEREOF, the Owner has caused these presents to be signed by the designee of Director of Finance; and the Contractor has hereunto affirmed his or her signature.

THE CITY OF SEATTLE
Director of Finance

By _____ Date _____
Director, Construction & Consultant Contracting Division

CONTRACTOR

Business name

By _____ Date _____

Title _____

Contractor shall declare option for management of statutory retained percentage of this Contract by checking applicable box below and affixing signature and date.

☐

Contractor hereby elects to have the retained percentage of this Contract held in a non-interest bearing fund by The City of Seattle until sixty (60) days following the Completion Date.

☐

Contractor hereby elects to have The City of Seattle invest the retained percentage of the Contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.011, .021 and .051. Contractor hereby designates:

Name of Financial Institution

Address of Financial Institution

City, State, Zip Code of Financial Institution

as the repository for the escrow of said funds. Contractor hereby further agrees to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Seattle shall not be liable in any way for any cost or fees in connection therewith.

By _____ Date _____
Contractor's Signature

**CARKEEK CASCADE NW 110TH ST
(3RD AVE NW TO GREENWOOD AVE N)**

0-02.2

SPEC/MOF/mof

CRN 02-3C

June 3, 2002

AMENDMENTS AND SPECIAL PROVISIONS

0-02.3 PLANS, DRAWINGS AND SPECIFICATIONS (2-7-01)

The Work shall be performed in accordance with these amendments and Special Provisions together with the provisions, insofar as they are applicable, of the following documents:

1. The Engineering Drawing No. 777-568, Sheets 1 through 18.
2. The City of Seattle Standard Plans and Standard Specifications, which are comprised of:
 - a. "2000 edition City of Seattle Standard Specifications for Road, Bridge, and Municipal Construction" (hereinafter referred to as the Seattle Standard Specifications).
 - b. 2000 edition City of Seattle Standard Plans for Municipal Construction (hereinafter referred to as the Seattle Standard Plans).
 - c. City of Seattle Traffic Control Manual for In-Street Work, dated August 1, 1994, which supplements and is to be utilized in conjunction with the current edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)," as published by the U.S. Department of Transportation, Washington, D.C.
3. The terms and conditions of such permits, agreements, ordinances, regulations, instructions and requirements as may be included in the appendix or otherwise attached hereto.

NOTE: The amendments and Special Provisions for this Project have been updated to include the appropriate portions of the 2000 WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction.

0-02.4 LOCATION OF PROJECT (10-16-00)

This Project is located along NW 110th St between 3rd Ave NW and Greenwood Ave N.

0-02.5 NATURE OF IMPROVEMENT (10-16-00)

The Work in general consists of replacement of existing ditch and culvert drainage system with a storm water drainage/retention system using vegetated swales, concrete flow monitoring structures and culvert pipe. Additional work includes construction of earth berms and reinforced soil walls; rock, asphalt and grass swales; a manual irrigation system; and restoration of asphaltic cement pavement and such other related and incidental work as may be necessary in conjunction therewith.